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August 20, 2021

VIA ECF

Honorable Vera M. Scanlon
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: *Government Employees Insurance Co., et al. v. Axial Chiropractic P.C., et al.*
Docket No.: 1:19-cv-05570-ENV-VMS

Dear Judge Scanlon:

We represent Plaintiffs Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co. ("Plaintiffs" or "GEICO") in the above-referenced matter. On behalf of Plaintiffs, we respectfully submit this letter to advise the Court of new facts and authority relevant to Plaintiffs' pending motion to stay Defendant Bayside Physical Therapy, Chiropractic, & Acupuncture, P.L.L.C.'s ("Bayside") no-fault collections proceedings pending the disposition of this no-fault insurance fraud and racketeering action. See Docket No. 97.

By way of background, and as the Court may recall, Plaintiffs filed their motion to stay on July 12, 2021. Thereafter, Plaintiffs consented to a more than two-week extension of time for Defendants Lawrence Lefcort, D.C., Bayside, Lefcort MUA Chiropractic, P.C., and Kyung Hee Yoo, P.T., L.Ac. (the "Lefcort Defendants") to respond to the motion. See Docket No. 95 and July 15, 2021 Order. Then, the Lefcort Defendants sought another two-week extension of their time to respond. However, Plaintiffs would only consent to this request for an additional extension if the Lefcort Defendants would agree to an interim stay of their collections pending the disposition of the motion. The Lefcort Defendants refused this common-sense compromise, and then unsuccessfully moved the Court for their extension. See Docket No. 100 and July 23, 2021 Order. Even so, Plaintiffs ultimately consented to another extension of the Lefcort Defendants' time to respond, this one to August 2, 2021. See Docket No. 101 and July 26, 2021 Order.

Against this backdrop, it has come to Plaintiffs' attention that, between the time Plaintiffs filed their motion on July 12, 2021 and when the Lefcort Defendants finally opposed it on August 2, 2021 (Docket No. 102), the Lefcort Defendants filed more than 30 new collection arbitrations in Bayside's name against GEICO, all seeking to collect on the same billing subject to GEICO's pending declaratory judgment claim.¹ In this context, it is reasonably clear that the Lefcort Defendants sought

¹ The more than 30 new arbitrations represents only those arbitrations filed in Bayside's name against GEICO between July 12, 2021 and July 29, 2021, and is nearly double the amount of arbitrations filed by Bayside against GEICO in the entire months of May and June, respectively.

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to delay the adjudication of Plaintiffs' motion to stay Bayside's collection arbitrations – which is substantively identical to the motion already granted by Judge Vitaliano in this case (July 29, 2020 Order), as well as by numerous other Courts in this District – to try and collect as much of Bayside's allegedly fraudulent billing as possible in the meantime.

Plaintiffs also write to advise the Court that, since Plaintiffs filed their motion to stay, several decisions have issued in this District granting substantially identical motions to stay and enjoin underlying no-fault collection arbitrations in highly-analogous anti-insurance fraud lawsuits. See Government Employees Insurance Co., et al. v. Relief Medical, P.C., et al., 1:20-cv-02165, Docket No. 52, August 12, 2021 (Brodie, J.); Government Employees Insurance Co., et al. v. Zaitsev, et al., 1:20-cv-03495, July 27, 2021 (Block, J.); Government Employees Insurance Co., et al. v. Wallegood, Inc., et al., 1:21-cv-01986, Docket No. 36, July 16, 2021 (Chen, J.). Copies of the orders from the *Relief Medical*, *Zaitsev*, and *Wallegood* cases are attached to this letter.

We appreciate the Court's attention to this matter.

Respectfully submitted,

RIVKIN RADLER LLP

A handwritten signature in black ink, appearing to read "S. Henesy", with a stylized flourish extending from the end.

Steven T. Henesy

Encl.

Cc: All counsel of record (via ECF)